

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

KENNETH RADCLIFFE, an individual,  
CRACKERJACK CLASSICS, LLC, a Limited  
Liability Company.

Plaintiff,  
v.

WILLIAM WRIGHT, an individual,  
KEYSTONE CAPITAL MANAGEMENT,  
INC., a Corporation, ROBERT STEVENS, an  
individual, and SOCIAL LIFE NETWORK,  
INC., a Corporation.

Defendants.

**Civil Action No.  
16 CV 9511 (GHW)**

**ECF CASE**

**DECLARATION OF KENNETH RADCLIFFE**

Pursuant to 28 U.S.C. § 1746, I, KENNETH RADCLIFFE, under penalty of perjury, hereby declare as follows:

1. I am a Plaintiff, individually, in the instant action and a member and shareholder of the Plaintiff, Crackerjack Classics, LLC ("Crackerjack"), in the above-captioned action and submit this affidavit in support of Plaintiffs' Memorandum in Opposition to Defendants' Motion to Dismiss.

2. All of the shareholders of Crackerjack are residents and citizens of the State of New York. The only shareholders of Crackerjack are Michael Radcliffe, Dennis Radcliffe and Kenneth Radcliffe. All are residents and citizens of New York. Michael and Dennis Radcliffe are my cousins.

3. We filed the instant lawsuit in order to compel the return of \$75,000.00 which was wired to Defendant, Keystone Financial Management, Inc. ("Keystone"), in two separate payments of \$25,000.00 in September and \$50,000.00 in October of 2014.

4. Both payments were made pursuant to a single transaction which required the payment of \$75,000.00. The object of this transaction was to purchase a single, common, undivided equity interest in a company named SEWC, which was under the control of a receiver at that time.

5. On September 12, 2014, Crackerjack wired \$25,000.00 to Keystone.

6. On October 7, 2014, Defendant, William Wright, represented that we must make the immediate additional payment of \$50,000.00 or we would be in jeopardy of losing the deal. Unfortunately, Crackerjack did not have the funds in its account to wire the \$50,000.00 on that date.

7. As a result, I wired \$50,000.00 from my personal account to Keystone in order to secure a future undivided, common interest in SEWC for myself and my cousins.

8. Prior to wiring any monies, William Wright represented that all funds paid would be used only to "clean up" SEWC. Mr. Wright also promised that we would be repaid with a valuable controlling position in SEWC post reorganization and merger.

9. I have subsequently learned that Mr. Wright transferred \$24,000.00 of the \$75,000.00 to Frank Ottaviani and to himself as a comission.

10. Prior to wiring the funds to Keystone, I was never told that nearly one third of the money sent for the benefit of SEWC would be paid out to Mr. Wright and Mr. Ottaviani as a comission. I do not believe it is legal or ethical for unlicensed broker dealers to take such a large percentage of any payment, as a comission, in the sale of securities.

11. On several occasions, Mr. Wright promised refund of the \$75,000.00. However, Mr. Wright never honored this promise.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Tannersville, New York

October 5, 2017



KENNETH RADCLIFFE